INVITATION FOR BIDS FOR TIMBER SALVAGE RIGHTS ON CERTAIN STATE LANDS IN BULLOCK, COFFEE, COVINGTON, DALE, GENEVA, HENRY, HOUSTON, LOWNDES, MONTGOMERY AND PIKE COUNTIES, ALABAMA

OFFERED BY THE ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES STATE LANDS DIVISION

Notice is hereby given to all interested parties that competitive sealed bids for a <u>Timber Salvage Contract</u> that would grant exclusive rights to salvage timber from specific State-owned lands will be received by the Commissioner of Conservation and Natural Resources until 2:00 P.M., Tuesday, March 28, 2006, at which time all bids will be publicly opened and read in the office of the State Lands Division; 64 North Union Street, Folsom Administrative Building Room 464; Montgomery, Alabama 36130-1901.

<u>TIMBER</u>: The timber made the subject of this notice consists of pine and hardwood trees which may require salvaging during a twelve-month contract period due to insect infestation, disease infection, storm or fire damage or the need to clear a right of way. The timber to be sold will be marked from time to time by Lands Division personnel as the need for salvage arises.

<u>VOLUMES:</u> The estimated timber volumes which *may* require salvaging during the contract period are as follows:

Pine Sawtimber 8,255 Tons
Pine Chipnsaw 3,665 Tons
Pine Pulpwood 4,601 Tons
Hardwood Sawtimber 789 Tons

Hardwood Pulpwood 2,317 Tons

NO VOLUME OF TIMBER TO BE SALVAGED IS GUARANTEED.

<u>LOCATION:</u> Any timber which may be harvested by this Salvage Contract will be located on the following described lands in the respective counties of Alabama, to-wit:

Bullock County: 1,505 acres in T12N, R26E, All of the Southwest Quarter of the Southeast Quarter of Section 6 which lies South and west of the improved county public road; All of the Southwest Quarter of the Northwest Quarter of Section 6, which lies South and West of the county road; all of the South West Quarter of Section 6 which lies South and West of the improved county road; the South half of the north half of Section 7, the North half of the North West Quarter of Section 7, and the South half of Section 7; the North Half of the Northeast Quarter of Section 7; the South half of the Northwest Quarter of Section 8, and the Southwest Quarter of Section 8; all of the Northwest Quarter of the Northwest Quarter of Section 17; the West Half of Section 18, and the Northeast Quarter of Section 18, less 10acres on the South side thereof.

Coffee County: 25 acres in T3N, R20E, the Northeast Quarter of the Northeast Quarter Section 16; 40 acres in T4N, R21E, the Northeast Quarter of the Southeast Quarter of Section 16.

Covington County: 160 acres in T1N, R14E, the South Half of the Northeast Quarter, the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 2; 80 acres in T1N, R14E, the Southwest Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter in Section 12; 160 acres in T1N, R15E, East half of the Northwest, the North Half of the Northeast of Section 6; 40 acres in T2N, R14E, the Southeast Quarter of the Southeast quarter in Section 28;120 acres in T3N, R17E, the East Half of the Southwest Quarter, the Southeast Quarter of the Northeast Quarter in Section 10; 20 acres in T6N, R14E, part of the Southwest Quarter of the Southeast Quarter West of Pigeon Creek in Section 16; 40 acres T6N, R17E, the Southeast Quarter of the Southwest Quarter in Section 20.

Dale County: 28 acres in T4N, R24E, the FRAC Southwest Quarter of the Southeast Quarter of Section 36;

Geneva County: 100 acres in T1N, R19E, the Northwest Quarter of the Southeast Quarter, the East Half of the Northwest Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter in Section 12; 120 acres iin T1N, R19E, the Southwest Quarter of the Northeast Quarter, the West Half of the Southeast Quarter in Section 16.

Henry County: 40 acres in T7N, R29E, the Northwest Quarter of the Southwest Quarter of Section 4; 160 acres in T7N, R30E, the Southeast Quarter of Section19.

Houston County: 40 acres in T1N, R28E, the Northeast Quarter of the Northeast Quarter in Section 4; 40 acres in T1N, R28E, the Northeast Quarter of the Southwest Quarter of Section 11; 200 acres in T1N, R28E, the Northwest Quarter, the Northwest Quarter of the Southwest Quarter of Section 23; 80 acres in T2N, R28E, the South Half of the Southeast Quarter in Section 33; 21 acres in T4N, R24E, FRAC Southwest Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter South of the creek in Section 36; 589 acres in T7N, R8W, entire (fractional) Section16; 179 acres inT7N, R11W, the East Half of the Southeast Quarter of the Southeast Quarter, the West Half of the Southwest Quarter in Section 16.

Lowndes County: 523 acres in T13N, R15E, the West Half of the Southeast Quarter, the Southeast Quarter of the Southeast Quarter, the East Half of the Southwest Quarter of Section 19; the West Half of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 20; the South Half of the Northwest Quarter of the Northwest Quarter of Section 29; the Northwest Quarter, the East Half of the Northwest Quarter East of road; a portion of the Southeast Quarter of the Northeast Quarter, and the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 33; and the South Half of the Northwest Quarter of Section 34; 624 acres in T16N, R15E, the Southwest Quarter and the West Half of the Southwest Quarter of section 19; the Northwest Quarter, the East Half of the Southwest Quarter and the Southeast Quarter of Section 30.

Montgomery County: 120 acres in T16N, R20E, the East Half of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter in Section 5; 40 acres in T16N, R20E, the Southeast Quarter South of the railroad and East of road in Section 6; 400 acres in T16n, R20E, the West Half, the West Half of the Southeast Quarter of Section 8; 240 acres in T16N, R20E, the North Half of the Northeast Quarter, the West Half North of Interstate 85 in Section 17.

Pike County: 150 acres in T9N, R22E, the Northwest Quarter of Section 6; 40 acres in T9N, R21E, the Northeast Quarter of the Northeast Quarter of Section 1.

The entire sale area altogether containing 5,924 acres more or less.

TERMS OF SALE: All bids submitted should be clearly marked on the outside of the envelope "BULLOCK, COFFEE, COVINGTON, DALE, GENEVA, HENRY, HOUSTON, LOWNDES, MONTGOMERY AND PIKE COUNTIES TIMBER SALVAGE BID, NOT TO BE OPENED UNTIL 2:00 P.M., TUESDAY, MARCH 28, 2006", to avoid being opened as ordinary mail.

Bids submitted must show the offered **Price per Ton** for each of the following timber products:

PINE SAWTIMBER, HARDWOOD SAWTIMBER, and PINE CHIP-N-SAW, HARDWOOD PULPWOOD,

PINE PULPWOOD

Each bid submitted must be accompanied by **a certified** or **cashier's check** representing a bid deposit <u>by the bidder</u> in the amount of \$1,000. Bids submitted without such check will not be considered.

The accepted bid, if any, will be based on a determination of which combination of bid prices

result in the greatest yield to the State based on the advertised estimated volumes. The contract for salvage of all five products will be executed in favor of one individual bidder. The Department of Conservation and Natural Resources reserves the right to reject any and all bids. The successful bidder's deposit will be held as performance security. Unsuccessful bidders' deposits will be returned promptly.

The successful bidder, if any, shall be required to pay the cost of advertising this invitation in the counties listed. The successful bidder must execute and return the State Lands Division's Timber Salvage Contract within ten days following the date of receipt; otherwise, the award may be deemed to have been withdrawn and the bid deposit forfeited to the State.

<u>CONTRACT TERMS:</u> This sale shall include the following contractual terms:

- 1. The term of the contract will be twelve (12) months.
- 2. The contractor must make provisions for access to the properties.
- 3. Each tree must be cut and merchandised for its most valuable potential timber product to yield the most income to the State of Alabama.
- 4. Timber may be processed but not removed from any tract on weekends or on state/federal holidays.
- 5. The contractor may build and/or use only such roads as are reasonably necessary and must leave such roads in good condition with proper drainage.
- 6. Payment and a summary report are to be submitted to the State Lands Division at the end of any week that timber is cut and delivered to a market. The report must include individual load tickets, a summation of all loads sold during the week and a sworn statement of accuracy.
- 7. Upon satisfactory completion of the contract, the bid deposit/performance security will be refunded to the contractor.

Persons desiring to obtain further information regarding this Timber Salvage Contract may write the State Lands Division at the address shown below or by calling (334) 242-3484.

All laws of the State of Alabama concerning the sale of timber from state properties shall govern this sale whether or not included in this notice. The Department of Conservation and Natural Resources does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities nor does the Department discriminate on the basis of disability in its hiring or employment practices.

February 21, 2006

M. Barnett Lawley, Commissioner

Department of Conservation and Natural Resources